

BOROUGH OF ESSEX FELLS

AND

TEAMSTERS LOCAL 469

LABOR

AGREEMENT

2013—2016



Borough of Essex Fells & Teamsters Local 469

Labor Agreement

PREAMBLE

This agreement, made this 5th day of February between the Borough of Essex Fells (hereinafter called the BOROUGH), and TEAMSTERS LOCAL 469 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, (hereinafter called the UNION) :

WHEREAS, the parties have carried on collective negotiations for the purposes of developing a contract governing wages, hours of work and terms and conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the EMPLOYEES of the BOROUGH recognized as being represented by the UNION, as follows:

ARTICLE I **RECOGNITION**

The Employer hereby recognizes Local No. 469 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers as the representative for all blue collar employees within the Public Buildings & Grounds Department, Road Department and Water Utility employed by the Borough of Essex Fells in the following job classifications:

- Mechanic and Maintenance Worker
- Senior Utility Worker
- Senior Water Operator
- Utility Worker
- Water Operator
- Recycling Worker
- Laborer

ARTICLE II
DUES CHECK-OFF

- A. Upon presentation to the Borough of a dues check-off card signed by individual employees, the Borough will deduct from such employees' bi-weekly salaries the amount set forth on said dues check-off authorization card. Thereafter, the Borough will, as soon as practicable, forward a check in the amount of all dues withheld for this purpose to the Secretary Treasurer of Union Local 469. A list showing the names of all employees for whom deductions were made shall accompany the check.
- B. The Union agrees to furnish written authorization in accordance with the State statute (N.J.S. A.52:14-15.9e) from each employee authorizing these deductions. The union further agrees to be bound by all provisions of said State statute, as well as all other applicable provisions of law pertaining to dues check-off.
- C. The Union agrees that it will indemnify and hold harmless the employer against any actions, claims, loss or expenses in any manner resulting from action taken by the employer at the request of the union under this article.

ARTICLE III
AGENCY SHOP

- A. Effective on execution of this agreement, any permanent employee in the bargaining unit who does not join the union within thirty (30) days thereafter, shall as a condition of employment, pay a Representation Fee to the union by automatic payroll deduction. The Representation Fee shall be eighty-five percent (85%) of the regular union membership dues fees and assessments as certified to the Borough by the union.
- B. The union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular union membership dues, fees and assessments. The union's entitlement to the Representation Fee shall continue beyond the termination date of this agreement so long as the union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the union and the Borough.
- C. In accordance with the Statute (N.J.S.A. 34:13A-5.8c), any employee who pays a Representation Fee in lieu of dues shall have the right to demand and receive from the union a return of any part of that fee used to aid activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative.
- D. The union agrees that it will indemnify and save harmless the Borough against any claims, actions, demands, losses or expenses in any matter resulting from action taken by the Borough at the request of the union under this article.

ARTICLE IV
UNION REPRESENTATIVES

- A. The Borough recognizes the right of the union to designate a representative and an alternate for the enforcement of this agreement. The union shall furnish the Borough in writing the names of the representative and alternate and notify the Borough of any changes.
- B. The authority of the representative and alternate so designated by the union shall encompass the following duties and activities:
 - 1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement; and
 - 2. The transmission of such messages and information which shall originate with and are authorized by the union or its officers.

ARTICLE IV
(CONTINUED)

- C. Only one (1) designated union representative shall be granted time with pay during work hours to investigate and seek to settle grievances or to attend meetings and conferences on said grievances with Borough officials, provided prior arrangements are made with the Superintendent of Public Works or designated representative.

ARTICLE V
CONDUCTING UNION BUSINESS

- A. No union member or officer or authorized representative shall conduct union business on Borough time except as specified in this agreement.
- B. No union meetings shall be held on Borough time nor shall Borough facilities be used unless specifically authorized by the Borough.
- C. Only the authorized representative or alternate may confer with management on grievances or other matters of mutual interest.
- D. The Borough agrees that it will permit the authorized representative or alternate to take a reasonable amount of time from the job to confer with management on, or to investigate grievances without loss of pay, provided prior arrangements to be excused are made with the Superintendent of Public Works or designated representative.
- E. The Borough reserves the right to deny the union representative permission to conduct union business on Borough time as outlined in this Article if said activity interferes with the Borough's operations.
- F. The union representative and alternate have no authority to take strike action or any other action interrupting the employer's business. The employer recognizes these limitations upon the authority of the union's representatives and shall not hold the union liable for any unauthorized acts, provided the union takes all reasonable affirmative action to prevent and/or to stop any unauthorized acts. The employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the union representative has taken unauthorized strike action, slowdown or work stoppage in violation of this agreement.
- G. A duly authorized representative of Local #469, designated in writing after notice to the supervisor in charge, shall be admitted to the premises during reasonable business hours for the purpose of assisting in the adjustment of grievances and for investigation of complaints arising under this agreement provided, however, that there is no interruption of the employer's work schedule.
- H. The employer will notify the union in writing of all promotions, demotions, transfers, suspensions and discharges.

The employer will notify the union two (2) weeks prior to a layoff.

The employer will provide the union with an updated list of covered employees showing name, address, classification and social security number as necessary but at least annually.

The employer will notify the union of additions and deletions to the payroll of covered employees as they occur.

ARTICLE VI
BULLETIN BOARDS

- A. The union may post notices relating to union meetings, official business and social functions in a designated section of a bulletin board on the Borough's premises.
- B. No defamatory or malicious writing of any nature shall be placed on the bulletin board and the union agrees to immediately remove any such defamatory or malicious writings which may be posted.

ARTICLE VII
DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the union because of membership or activity in the union. The union or any of its agents shall not intimidate nor coerce employees into membership.

Neither the employer nor the union shall discriminate against any employee because of race, creed, color, age, sex or national origin.

It is hereby recognized and agreed that an employee shall have the right to withdraw from membership in the union. In the exercise of that right, neither party, nor any of its agents, shall discriminate, coerce or otherwise interfere with the employee.

ARTICLE VIII
NO-STRIKE PLEDGE

- A. During the term of this agreement, there will be no strike, work stoppage, slowdown or refusal to cross a picket line.
- B. Any employee who violates the foregoing provisions may be discharged or disciplined by the Borough and such action by the Borough shall not be subject to arbitration

ARTICLE IX
MANAGEMENT RIGHTS

It is understood and agreed that the Borough possesses the sole and exclusive right to conduct the Borough's business, to manage and direct the affairs of the Public Buildings and Grounds Department, Road Department and Water Utility, to fulfill its lawful obligations and that all management rights repose in it except as modified or limited by the terms of this agreement.

It is further agreed and understood that all rights of management are retained by the Borough unless otherwise specifically restricted by this agreement and/or provisions of P.L. 1968, Chapter 303 as amended. This right shall include, but shall not be limited to, the right to:

1. Direct the employees
2. Hire, promote, transfer and assign employees
3. Suspend, demote, discharge or take other disciplinary action for good and just cause.

ARTICLE X
DISCIPLINE AND DISCHARGE

- A. The parties agree nothing herein shall in any way prohibit the employer from discharging or disciplining any employee covered by this agreement regardless of seniority, for just cause. Notice of discharge or suspension shall be served upon the union at the same time it is served upon the employee involved.
- B. In the event that an employee feels that he has been discharged or suspended unjustly, said employee shall have the

ARTICLE X
(CONTINUED)

right to file a grievance, which must be in writing, with the employer within five (5) working days from the time of discharge or suspension. Said grievance shall be initiated at the second step of the grievance procedure as herein provided. If no grievance is filed within the time period specified, then said discharge or suspension shall be deemed to be absolute unless such time period is extended by mutual agreement of the parties.

ARTICLE XI
PROBATIONARY EMPLOYEES

- A. New employees will be regarded as probationary for the first ninety (90) calendar days of employment during which time the Borough can reprimand or discharge without being challenged by the union.
- B. There shall be no responsibility for re-employment of probationary employees if they are discharged during this probationary period.
- C. After successful completion of their probationary period, the new employee will be placed on the seniority list retroactive to the first day of work.

ARTICLE XII
LAYOFFS AND RECALL

Whenever the Borough reduces the work force, the following procedure shall apply:

- 1. Employees shall be laid off in the order of least seniority regardless of classification provided the remaining employees are then qualified or can qualify within three (3) months to perform the work to be done.
- 2. Notice of such layoffs will be given at least two (2) weeks before the scheduled layoff.
- 3. A laid-off employee shall have preference for re-employment for a period of one (1) year.
- 4. The borough shall rehire laid-off employees in the order of greatest employment seniority, provided the senior employees are able to do the available work in a satisfactory manner.
- 5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. Seniority rights shall be lost if the laid-off employee does not return to work within five (5) working days of receiving the recall notice.

ARTICLE XIII
SENIORITY

- A. "Seniority" shall mean length of continuous service with the Borough in a classification covered by this agreement.
- B. Seniority is calculated from the rehire date if an individual returns as an employee of the Borough after said employment has ended.
- C. Employees covered by this agreement shall be governed by seniority for purposes of transfer, layoff, recall from layoff and scheduling of vacations.
- D. An employee shall lose seniority rights only for one of the following:
 - 1. Voluntary resignation
 - 2. Discharge for cause
 - 3. Failure to return to work within five (5) working days after being recalled by registered or certified mail.
 - 4. Continuous layoff beyond the one-year recall period for re-employment outlined in this agreement.

ARTICLE XIV
GRIEVANCE PROCEDURE

A. Definition

A grievance is any alleged violation of this agreement or any dispute with respect to this agreement's meaning or application.

B. Purpose

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this agreement.

C. Time Constraints

A grievance must be presented within five (5) working days from the date of the occurrence giving rise to the grievance

D. Procedures

Step 1: An employee with a grievance shall first discuss it directly with his immediate supervisor for the purpose of resolving the matter informally.

Step 2: If the aggrieved party is not satisfied with the disposition of his grievance at Step 1 or if no decision has been rendered within five (5) working days after presentation of the grievance at Step 1, he may file a written grievance with the Public Works or Water Superintendent. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the remedy requested.

A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the Public Works or Water Superintendent, the aggrieved party and the union's designated representative if the grievant so desires. A decision thereon shall be rendered in writing by the Public Works or Water Superintendent within five (5) working days after holding of such meeting.

Step 3: If the aggrieved party is not satisfied with the disposition of his grievance at Step 2 or if no written decision has been rendered within five (5) working days after the presentation of that grievance at Step 2, the matter may be referred by the union and the aggrieved party to the Borough Administrator but only if the union joins in a written referral to the Borough Administrator. A meeting on the grievance shall be held between the grievant and the Borough Administrator at which a representative of the Union may be present. Said meeting shall not be public unless the parties so agree in writing. The Borough Administrator shall render a final written decision within seven (7) working days of the date of the meeting.

Step 4: If an employee remains aggrieved at the completion of the aforementioned procedures, the union may, within ten (10) days of receipt of the written decision of the Borough Administrator, request mediation of the grievance. The mediator shall be selected by the parties from a panel of proposed mediators pursuant to the normal procedures adopted by the American Arbitration Union. If the appeal to mediation is not taken by the union within the aforementioned period, the denial by the Borough Administrator will be final and binding. Mediation costs shall be shared equally. All other expenses arising out of the mediation shall be paid by the party incurring them.

**ARTICLE XIV
(CONTINUED)**

E. Time Limits

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

**ARTICLE XV
SALARIES**

The Borough reserves the right to start an employee at any level of any salary range designated for each title.

Each employee covered by this agreement, whose job title has a salary range, shall be entitled to salary increments on the anniversary dates of employment in that title. When progressing through the annual steps of the salary range, employees shall be entitled to at least the salary in each new range which is equivalent to the location in the range when hired.

For example, an employee who is hired at a salary half way between the minimum and maximum salary established for the position shall remain at this "halfway point" for each new range in the salary scale. The Borough reserves the right, however, to grant a salary within the range but higher than this minimum guarantee for special merit, exemplary service or any other reason deemed to be appropriate.

SEE APPENDIX A for detailed salaries.

**ARTICLE XVI
HOURS AND OVERTIME**

- A. All employees covered in this agreement shall work eight (8) hours each day Monday through Friday unless otherwise specified in this agreement. Water operating personnel will work Monday through Sunday, alternating days off so that the water utility is covered seven (7) days a week.

Normal working hours shall be from 7:00 a.m. to 3:30 p.m. PROVIDED NO EMERGENCY EXISTS, the Borough shall allow without pay a one-half hour lunch period from 12:00 p.m. to 12:30 p.m. and a paid fifteen-minute morning break from 9:30 a.m. to 9:45 a.m..

- B. The Borough shall pay time and one-half to employees who work in excess of forty (40) hours per week. Any employee called in to work overtime shall receive a minimum of two (2) hours at overtime rate. Overtime Pay is to be provided in a separate check in the current payroll cycle it was worked in and not to be included with the regular bi-weekly check (added to contract in 2013).
- C. Water operators who are required to work on a holiday will be paid, in addition to their regular pay, additional pay of one and one half (1½) hours for each hour worked on said holiday. In order to be entitled to this additional pay, the water operator must work five (5) full days in the week of this holiday.
- D. Water operators who are required to work on a holiday which would have been a scheduled day off shall receive an additional day off as compensation for working the day. This day off is in addition to the overtime pay outlined in Section C above.

ARTICLE XVII
EMERGENCY WORK

- A. Employees performing emergency work (e.g., snow plowing, sanding, storm damage cleanup, flood control, etc.) shall receive a one-half (½) hour rest period for every four (4) consecutive hours worked beyond their normal work hours.
- B. When performing emergency work beyond normal work hours, employees will be entitled to a meal allowance of actual cost not to exceed \$12.00 for rest periods which fall during what are considered to be normal meal times. Employees are not entitled to a meal allowance for rest periods which fall during non-meal times. Employees are not entitled to payment in lieu of a meal allowance if they choose not to eat during a qualified rest period.
- C. The Borough reserves the right to schedule and adjust these rest periods depending on the conditions (i.e., extent of emergency, severity of weather, etc.) which prevail at the time.

ARTICLE XVIII
UNIFORMS AND EQUIPMENT

- A. The Borough shall provide each employee covered by this agreement with uniforms, protective clothing and equipment designated by the Public Works and Water Superintendents as necessary in the performance of the employee's duties.
- B. The parties agree that Section A above shall include five (5) tee shirts annually which may be worn during the summer months in lieu of safety vests for comfort. These shall be distributed by June 1 of each year to all affected employees.
- C. All employees covered by this agreement will receive an annual allowance for the purchase of safety shoes of \$200.00. Safety shoes of a type determined by the Public Works and Water Superintendents must be worn while on duty.

ARTICLE XIX
LONGEVITY

- A. Each employee covered by this Agreement shall receive in addition to his base salary's longevity payment as follows:

<u>Period of Continuous Uninterrupted Service</u>	<u>Longevity Payment</u>
<u>Less than 5 years</u>	<u>None</u>
<u>5 through 10 years</u>	<u>2% of base pay</u>
<u>11 through 15 years</u>	<u>4% of base pay</u>
<u>16 through 20 years</u>	<u>6% of base pay</u>
<u>21 through 24 years</u>	<u>8% of base pay</u>
<u>More than 24 years</u>	<u>10% of base pay</u>

- B. The longevity payment due shall be calculated from the employee's applicable anniversary date of employment.
- C. The provisions of this article do not apply to employees hired after December 31, 1992.

ARTICLE XX
HOLIDAYS

A. The following shall be paid holidays:

1. New Year's Day
2. ~~Washington's Birthday~~ -- Change made in 2013 to President's Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Election Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day
13. Floating Day

B. Each employee will be given the opportunity of selecting two personal holidays which may be taken at his option in lieu of Election Day or Veterans Day, subject to scheduling approval by the Public Works or Water Superintendent.

C. Should any of the above holidays fall on a Saturday or Sunday, the preceding Friday or following Monday respectively shall be considered the holiday and paid accordingly.

ARTICLE XXI
VACATIONS

A. A vacation period with full pay shall be provided for every full-time employee covered by this agreement. The annual vacation credits shall be fixed and determined as of the employee's anniversary date.

B. The amount of vacation leave shall be as follows:

<u>Period of Continuous Uninterrupted Service</u>	<u>Vacation Leave</u>
0 to 1 year	1 working day per month of service to a maximum of 10 working days
1 through 5 years	13 working days
6 years	15 working days
7 years	17 working days
8 years	18 working days
9 years	19 working days
10 years	19 working days
11 years	19 working days
12 years	19 working days
13 years	20 working days
14 years	20 working days
15 years	23 working days
20 years	25 working days

C. The scheduling of vacation days shall be at the discretion of the Public Works and Water Superintendents.

D. In the event that a holiday named in this agreement falls during an employee's vacation period, such employee shall receive an additional day of vacation.

E. During the months of January, February, March, October, November and December (leaf and snow removal seasons), only one employee may be out on vacation at any one time for more than two days.

F. Employees shall not be allowed to carry over any vacation days from one year to the next.

G. Employees shall submit their requests on vacations on or before April 1st and the Supervisors will respond to such requests on or before April 15th of each year. The Supervisors agree to give reasonable consideration to an employee's wishes in this regard. When conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit, but senior employees shall be given preferences over junior employees only for one week (5 days) of vacation selection.

ARTICLE XXII

HEALTH AND INSURANCE BENEFITS

- A. The Borough shall provide a health benefits program through the State Health Benefits Plan for all full-time employees covered by this agreement. Coverage begins on the first of the month after two (2) full months of employment with the Borough. The Borough shall pay the full cost of the health benefits program for the employee and family unless duplicate coverage is provided by another plan.
- B. The Borough shall provide a fully funded dental insurance program through Bollinger Fowler for all full-time employees covered by this agreement and their dependents (as defined by the company). Coverage begins after six (6) full months of employment with the Borough.
- C. The Borough reserves the right to change insurance carriers as long as the same or better benefits are provided by the new carrier.
- D. As long as the Borough remains a member of the New Jersey State Health Benefits Program, it agrees to abide by the provisions of Chapter 111, P.L. 1973 as it relates to the payment of health insurance premium charges for certain eligible pensioners and their dependents and to pay Medicare charges for such retirees and their spouses.

ARTICLE XXIII

LEAVES OF ABSENCE

A. BEREAVEMENT LEAVE

- 1. In the event of a death in an employee's immediate family, the employee shall be entitled to time off with pay from the day of the death until the next scheduled work day after the funeral, not to exceed three working days.
- 2. Immediate family is defined as spouse, father, mother, father-in-law, mother-in-law, sister, brother, child, grandparent, grandchild or any relative living in the household of the employee.
- 3. Verification of the event may be requested by the Borough.

B. SICK LEAVE

- 1. The Mayor and Borough Council, continuing the present practice as relates to Borough employees, shall decide in individual cases whether an employee shall receive full pay during the employee's absence caused by illness or injury resulting in the employee's inability to perform his work.
- 2. If an employee is to be absent by reason of illness or injury, the Public Works or Water Superintendent shall be notified at least two (2) hours before the employee's starting time.
- 3. After an employee's absence of three days, a doctor's certificate certifying to the fact that the employee is unable to work will be submitted to the Public Works or Water Superintendent. In the event that the subject certificate is not received, it shall be cause for denial of further sick leave pay.
- 4. Abuse of sick leave shall be cause for disciplinary action.
- 5. Absence without notice of five (5) consecutive days shall constitute a resignation.

C. MILITARY LEAVES

Military Duty Leave:

- 1. Any full-time employee covered by this agreement shall be entitled to a leave of absence without pay if the employee is required to serve actively in any component of the Armed Forces of the United States or the State of New Jersey.

ARTICLE XXIII
(CONTINUED)

2. Sufficient proof of active military duty must be presented to the Superintendent of Public Works prior to requesting such leave.

Military Training Leave:

1. A full-time employee covered by this agreement who is a member of any component of the Armed Forces of the United States of the State of New Jersey, and who is required to undergo military field training for a period of up to two (2) weeks, upon request, shall be granted a leave of absence to take part in such training.
2. A full-time employee who has been continuously employed by the Borough for at least one full year, at the time such military training is to commence, shall be granted a leave of absence with pay as provided in Section 1 above.
3. A full-time employee who has not been continuously employed by the Borough for at least one full year at the time military training is to commence may only be granted a leave of absence without pay, unless said employee chooses to utilize any accrued vacation leave or compensatory time off, for the duration or any part of the period of military field training.
4. Qualified employees will receive the difference between their regular Borough pay and their military pay.
5. The employee must provide a certified copy of orders for military training to the Superintendent of Public Works or Water Superintendent prior to requesting leave for such training.

D. JURY LEAVE

1. Any full-time employee covered by this agreement shall be excused from employment on all days they are required to be present in court in response to a summons for jury service.
2. Any employee so excused shall receive their usual compensation for each day on jury service.

ARTICLE XXIV
SAFETY

- A. The Borough shall not require, direct or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering what he considers to be an unsafe or hazardous condition will immediately tell his supervisor. The supervisor will be responsible for determining whether or not the work can be performed safely. If, in the judgment of the supervisor the working conditions are unsafe, he shall advise how the work can be performed safely or will stop the work.
- B. Normally if the supervisor takes the responsibility and directs the work to continue, the employee shall perform the work subject to the rights under the grievance and arbitration procedure set forth in this agreement.
- C. The Borough shall provide all safety equipment necessary for the performance of work required. All safety equipment and apparel shall remain on the Borough's premises when not in use.
- D. The parties agree that a union representative will be included on the Borough's Insurance and Safety Committee. One purpose of this committee shall be to establish and enforce safety standards and practices to be observed by all parties in connection with work performed by the employees covered by this agreement.

ARTICLE XXV
SAFETY DAY INCENTIVE

- A. The parties agree that the maintenance of a safe work environment is critical and essential to the well being of Borough employees. To encourage safe practices and procedures on an ongoing basis, the Borough agrees to grant a safety incentive to all employees covered by the Agreement as long as certain requirements are fulfilled.
- B. If ALL the employees (as a group) covered by this Agreement complete a calendar year (January 1 — December 31) without a lost-time injury, each shall be granted a Safety Incentive Day in the following year.
- C. A lost-time injury shall be defined as absence from work for a full work day because of an injury sustained on the job.
- D. The Safety Incentive Day shall be considered another floating holiday and shall governed by the same rules and regulations in place for floating holidays.
- E. It is understood by the parties that safety incentive days not utilized in one year will not carry over to the following or subsequent years.

ARTICLE XXVI
JOB VACANCIES AND PROMOTIONS

- A. The Borough shall post all new and vacant positions.
- B. The shall post a notice stating the title of the job classification, the location of the assignment and the requirements of the position. In addition, the notice shall invite bids from qualified employees.
- C. This notice shall remain posted on all bulletin boards for ten (10) calendar days. Employees applying for such vacancies shall make a request in writing to the Public Works or Water Superintendent.
- D. The successful bidder shall receive a trial period of ninety (90) days on the new assignment. If the employee fails to successfully meet the job requirements within the trial period, such employee shall be returned to the classification formerly held and shall assume seniority and pay as though the old classification was never left.
- E. It is understood that the Borough is not limited to promoting from within the bargaining unit.

ARTICLE XXVII
SANITARY CONDITIONS

- A. The employer agrees to provide a clean, sanitary washroom having hot and cold running water and with shower and toilet facilities.
- B. Employees shall make every effort to keep the facility neat and clean.

ARTICLE XXVIII
LIE DETECTOR TEST

The Borough shall not require that an employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE XXIX
PROTECTION OF RIGHTS

It shall not be a violation of this agreement, and shall not be cause for discharge or disciplinary action, if an employee who feels his safety or the safety of Borough equipment is jeopardized, refuses to enter upon any property involved in a primary labor dispute or refuses to work behind any primary (as opposed to an informational) picket line.

ARTICLE XXX
SEPARABILITY AND SAVINGS

A. The Borough and the union recognize the applicability of Presidential Executive Orders dealing with economic controls on wages, prices, salaries and so forth. Therefore, salary or wage increases or other economic changes will be put into effect only to the extent that is legally possible. In the event that any or all of the salary increases or adjustments or other economic changes cannot be legally made effective, such increases or adjustments or changes shall be omitted or proportionately adjusted according to law.

B. In the event that any provision of this agreement shall, at any time, be declared invalid by legislative act or any court of competent jurisdiction, or through government regulation or decree, such decision shall not invalidate the entire agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

C. If any provisions of this agreement are declared to be invalid, the Borough and the union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXXI
FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.

ARTICLE XXXII
DURATION OF AGREEMENT

The provisions of this agreement shall become effective on January 1, 2013 and shall continue in full force and effect until December 31, 2016, both dates inclusive.

Unless one party hereto gives notice to the other party in writing at least sixty (60) days prior to December 31, 2016, this agreement shall continue in full force and effect for an additional year, and henceforth from year to year until either party gives the other a written notice of its intent to terminate, modify or amend said agreement at least sixty (60) days prior to any anniversary of the original expiration date.

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be executed by its duly authorized representatives this 5TH day of February, 2013.

BOROUGH OF ESSEX FELLS

By _____
Edward P. Abbot, Mayor

ATTEST:

Francine T. Paserchia, Administrator/Borough Clerk

TEAMSTERS LOCAL 469

By _____
Brian Shatzel, Representative

By _____
Steve Banchi , Alternate

By _____
Michael Broderick, Teamsters Local 469

TEAMSTERS CONTRACT

Appendix A

A Stipend of 2% of Base Salary paid semi-annually.
(1% every six months for length of the contract)
To be paid January and July of each year for the length of the contract.

Annual Salaries
2013-2016
PROVIDED BY THE HELENE TURNER, CFO

JOB CLASSIFICATION	EFFECTIVE JANUARY 1 2013		EFFECTIVE JANUARY 1 2014		EFFECTIVE JANUARY 1 2015		EFFECTIVE JANUARY 1 2016	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Mechanic & Utility Worker	43,842	65,530	45,158	67,495	46,513	69,520	47,907	71,606
Senior Utility Worker	42,278	63,190	43,546	65,085	44,852	67,038	46,198	69,050
Senior Water Operator								
Class B	42,278	62,909	43,546	64,797	44,852	66,740	46,198	68,743
Class A	49,170	63,708	50,644	65,619	52,164	67,587	53,729	69,615
Utility Worker								
Minimum	29,369	43,937	30,250	45,255	31,157	46,613	32,092	48,011
1st Increment	34,542	47,030	35,578	48,441	36,646	49,894	37,745	51,391
2nd Increment	36,970	49,850	38,079	51,344	39,221	52,885	40,398	54,471
3rd Increment	39,189	52,669	40,365	54,249	41,576	55,877	42,823	57,553
Maximum	41,404	56,886	42,646	58,593	43,926	60,352	45,243	62,161
Water Operator								
Minimum	30,147	45,059	31,052	46,412	31,984	47,803	32,943	49,238
1st Increment	35,425	47,868	36,487	49,304	37,582	50,784	38,709	52,307
2nd Increment	37,630	50,696	38,759	52,217	39,921	53,784	41,119	55,396
3rd Increment	39,854	53,513	41,049	55,119	42,281	56,772	43,549	58,475
Maximum	42,068	56,886	43,330	58,593	44,630	60,352	45,968	62,161
Recycling Worker	24,520	33,347	25,255	34,347	26,014	35,377	26,793	36,439
Laborer	24,520	33,347	25,255	34,347	26,014	35,377	26,793	36,439

